

College CSD

Teamsters #238 (Food Service) 7/1/2006 6/30/2008

COLLEGE CSD / TEAMSTERS # 238
(FOOD SERVICE)

06-08

NEGOTIATED AGREEMENT

2006-08

BETWEEN

FOOD SERVICE EMPLOYEES
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

AND

THE BOARD OF DIRECTORS, COLLEGE COMMUNITY SCHOOL DISTRICT

JULY 1, 2006 - JUNE 30, 2008

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ARTICLE 1

RECOGNITION AND DEFINITIONS

- 1.1 This agreement is entered into between the Board of Education of the College Community School District, hereinafter referred to as the "employer" and Chauffeurs, Teamsters & Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".
- 1.2 The College Community School District hereby recognizes the Chauffeurs, Teamsters & Helpers Local No. 238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 5289) issued by the Public Employment Relations Board on the 13th day of October, 1995.

Included: All nutritional service employees, all nutritional service food production managers and all nutritional service substitutes.

Excluded: All persons excluded by Section 4 of the Act.
- 1.3 As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.
- 1.4 As used herein, the term "regular employee" shall mean all employees expected to be at work on a regular basis as opposed to on call or as needed.
- 1.5 As used herein, the term "part-time employee" shall mean all contracted employees whose normal work week is less than twenty seven and one-half (27.5) hours per week.
- 1.6 As used herein, the term "full-time employee" shall mean all regular employees who are normally expected to have a regular work week of twenty seven and one-half (27.5) hours or more.
- 1.7 "Sub employees" are those employees working on call.
- 1.8 "Days" as used in this agreement will mean calendar days except where specifically stated otherwise or when referring to leaves of absence, vacations and holidays which will be employee work days. "Working days" as used in this contract shall refer to the days of the employee's work schedule.

ARTICLE 2

GRIEVANCES

2.1 Purpose

The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted private and shall include only witnesses, the grievant, and their Union representatives heretofore referred to in this article.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work.

If any employee files any claim in any form other than the grievance form set forth in this agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

The number of days indicted at each level should be considered a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

2.2 Definitions

- (a) Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- (b) Grievant: As used herein, a "grievant" is the person(s) making the allegation.

2.3 Procedures

- (a) Step 1:
Informal: Within ten (10) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the Director of Nutritional Services in the employee's work area, with the object of resolving the matter informally.
- (b) Step 2:
If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing, with the district administrator assigned to that area, within ten (10) days after the informal conference. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of the agreement allegedly violated and specify the remedy requested.
- (c) Within ten (10) days after the Director of Nutritional Services assigned to that area receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The Director of Nutritional Services shall render a decision communicated in writing to the aggrieved employee including a copy to the Union within ten (10) days following the conference between the Director of Nutritional Services and the aggrieved.
- (d) Step 3:
In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the Director of Nutritional Service's answer within ten (10) days of the written decision with the Superintendent. Within ten (10) days after the written grievance has been filed with the Superintendent, the aggrieved and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within ten (10) days of the grievance meeting and communicate it in writing to the employee, including a copy to the Union.
- (e) Step 4:

If the answer of the Superintendent is not accepted, the Union, within ten (10) days after

receiving the Superintendent's answer, may request that the grievance be submitted to a joint committee consisting of the Board's Chief Negotiator, Superintendent or designee, the aggrieved, and the business representative of the Union. The Superintendent or designee shall, within ten (10) days after the joint committee meeting notify the aggrieved and the Union in writing of the employer's decision on the grievance.

- (f) Step 5:
If the grievance is not resolved satisfactorily at step 4, the grievance may be submitted to final and binding arbitration with written permission of the employee. The employee grievance shall not proceed to arbitration without representation by the Union. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within twenty (20) days from the receipt of the step 4 answer.

The grievance shall be submitted to arbitration in the following manner:

1. The Union and the employer shall endeavor to agree upon an arbitrator. If no agreement is reached in seven (7) days, then
2. A joint letter will be mailed requesting the Public Employment Relations Board to submit a list of five (5) available arbitrators from which one is to be mutually selected within seven (7) days after receipt of the list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list until only one remains. The party requesting the arbitration shall strike the first name.
4. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list shall hear the case.

- (g) The arbitrator shall be advised of the limitation placed on his authority by this agreement and that his final decision is expected within thirty (30) days

after a hearing has been held. The agreed upon limitations are:

1. The decision of the arbitrator shall be final and binding on all parties to this agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing grievance first occurred, and in any event, not longer than six (6) calendar months prior to the date of the first filing of the grievance in writing.
2. The arbitrator shall be limited to interpreting this agreement, applying it to the particular case presented to him. He shall have no authority to add to, subtract from, disregard or in any way modify the terms of this agreement or any agreement made supplementary thereto.
3. The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from the witnesses.

2.4 Representation

- (a) The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union.
- (b) All grievances at Steps 2, 3, 4, and 5 shall be presented, discussed, and processed on the employee's (employees') non-working time. Any grievance at Step 1 may be discussed by the employee and his/her supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employee, and where applicable, a Union representative, and does not interrupt the normal operations of the school system.

ARTICLE 3
COMPENSATION

3.1 Hourly Schedule

The following wage rate for is hereby adopted for employees hired after 7-1-06. (Employees hired before that date are paid per Appendix A):

The following wage rate for 2006-07 schedule is hereby adopted.

<u>Salary Grade</u>	<u>Job Title</u>	<u>Entrance or Probationary Rate</u>	<u>Base Rate</u>	<u>First Long.</u>	<u>Second Long.</u>	<u>Third Long.</u>
0	Substitute	See Appendix A				
1	Part Time	8.56	9.04	9.22	9.41	12.05
2	Full Time	9.19	9.70	9.89	10.09	12.74
3	Ast. H. Cook	9.69	10.22	10.43	10.64	13.30
4	Head Cook	10.69	11.23	11.46	11.70	13.85

The following wage rate for 2007-08 schedule is hereby adopted.

<u>Salary Grade</u>	<u>Job Title</u>	<u>Entrance or Probationary Rate</u>	<u>Base Rate</u>	<u>First Long.</u>	<u>Second Long.</u>	<u>Third Long.</u>
0	Substitute	See Appendix A				
1	Part Time	9.01	9.49	9.67	9.86	12.50
2	Full Time	9.64	10.15	10.34	10.54	13.19
3	Ast. H. Cook	10.14	10.67	10.88	11.09	13.75
4	Head Cook	11 14	11.68	11.91	12.15	14.30

Employees who fill the position of part-time cook/accu scan clerk that exceed 27.5 hours per week shall be paid at the full time cook rate.

Time Basis for Payment of Hourly Rates

Employees shall be paid the hourly rates for time actually worked and assigned, as evidenced by time cards and approved by the supervisor; and to include authorized leaves, vacations and holidays, all of which shall be calculated to the nearest half hour of the normal working hours as assigned for that employee. An additional 25 cents (part and full time)/ 30 cents (Head Cook) an hour will be paid to employees at Prairie Crest who are assigned to work on days that are non-school days for the k-12 program.

3.2 Special Salary Provisions

1. Plus Rates Higher Skills:

In any case when a Salary Grade 1, Salary Grade 2 or Salary Grade 3 employee is qualified for and is temporarily required to serve more than five (5) consecutive days and accept responsibility for all work in a higher salary grade position, then that employee shall receive the hourly salary grade for which their longevity would qualify them.

2. Compensation of Temporary Employees:

Temporary employees occupying classified positions shall be employed initially at the probationary salary rate for the class in which employed.

3.3 Entrance Pay Rates

1. Starting Rate on Initial Regular Employment:

Original appointment to any position shall be made at the probationary rate and advancement from the probationary rate to the base rate within a pay range shall be by recommendation. All new employees must remain on probation for ninety (90) calendar days. At the end of a satisfactory probation the Director of Nutritional Service may recommend placement on the Base Step.

2. Rate of Pay on Promotion:

In any case where an employee is promoted to a class with a higher pay range, the rate of pay shall be at that employee's current longevity step until the probationary period as prescribed in Section 3.4 below is completed. Notwithstanding the above provisions, a part-time (Salary 1) employee promoted to a full time (Salary 2) position will be paid at the base rate for the full time position during the probation period.

3. Starting Rate on Return to Duty:

At the discretion of the Board of Directors, when an employee returns to duty in the same class of position after a separation from the school service of not more than one year, when separation was not due to discreditable circumstances. Such employee shall receive the rate in the pay range at the step corresponding to the step received at the time of separation and shall subsequently serve there for at least such period as is normally required before advancement to the next higher step rate.

4. Starting Rate on Return from Military Service:

Any employee who leaves or has left the school district service to enter the active service of the Armed Forces of the United States or the Peace Corps, and who subsequently is reinstated to a position previously held by him/her shall be entitled to receive the rate of compensation at the step to which he/she would have been entitled had his/her service with the school district not been interrupted by such federal service.

3.4 Probationary Advancement

After promotion to a position covered by this Agreement, the first sixty calendar days of service in the position to which appointed or promoted shall be considered the period of probation, except if otherwise provided. In the event the employee does not satisfactorily complete his/her probationary period he/she shall revert to such lower position with the rate of pay which he/she would have been entitled had he/she continued to service in such lower position without promotion.

3.5 Longevity Rates

Longevity rates are provided in the compensation place to provide financial recognition for long and faithful service where the opportunity for promotion is limited, and where there is not provision for further advancement within the base pay range. Such longevity rates shall be applied as follows: Any employee performing satisfactorily for a continued period of six (6) years shall be advanced on the first day of the first payroll period after attaining six (6) years of seniority to the first longevity rate for the class grade. Any such employee who has been so employed for a period of twelve (12) years shall be advanced to the second longevity rate for the class grade on the first day of the first payroll period ending after attaining twelve (12) years of seniority. Any such employee who has been so employed for a period of eighteen (18) years shall be advanced to the third longevity rate for the class grade on the first day of the first payroll period ending after attaining eighteen (18) years of seniority.

3.6 Requirements as to Continuity of Service

1. Service requirements for advancement within the compensation ranges and for other purposes as specified in this agreement, shall have the implication or continuous service, which mean employment in the school district without break or interruption.
All absences without leave in excess of three (3) work days in any calendar year shall be deducted from and shall interrupt continuity of service.
2. For purpose of counting years of service, in arriving at placement on longevity pay steps, one year of service shall be granted for time spent as a full-time employee for at least one school year of nine months duration. Full-time shall be considered to be a job classified as requiring 27.5 hours per week or more. One-half year may be granted for full-time employment for at least five months. One-half year of service shall be granted for time spent as a part-time (less

than 27.5 hours per week) employee for each separate school year of nine months. No service time shall be granted for part-time service for a separate school year of less than nine months. No service time shall be granted for time spent as a substitute; and shall not be eligible to advance to longevity steps as long as the employee remains a substitute.

3. Service in other jobs in the school district, outside of school Nutritional Service positions, will not be countable towards longevity service.
4. Employees will be held on the Base Rate Step if they have not completed the School Lunch Basic Food Course at Kirkwood Community College or an acceptable substitute course approved by the school Nutritional Service Director.

3.7 Notification of Vacancies

1. A vacancy shall be considered that position which remains open and unfilled after the school district exercises all its rights of promotion, reassignment or transfer.
2. Notice of position openings shall be posted in all buildings for all vacancies as they occur. It is the intention of the school district to give first consideration to present employees for all vacancies for which they are qualified.
3. Notice of position openings shall be posted at least five (5) days prior to the closing date for receiving applications for position change.
4. Employees desiring to apply for posted position openings should confer with their present supervisor on the open position before submitting an application to the Director of Business Services or the appropriate supervisor.
5. When two or more employees desire the same position and their skill, health, ability, qualifications, certifications and competence are equal, seniority will prevail in making the selection.

3.8 Overtime Work and Compensation

1. Overtime Administration:
In emergencies, the Nutritional Service Director may prescribe reasonable periods of overtime work to meet operational needs.
2. Compensation for Overtime Work:
Employees shall be compensated for authorized overtime work by payment at time and a half. Overtime for the purposes of this Agreement shall be defined as all hours worked in excess of forty (40) hours in any week during the period Monday thru Sunday. For purposes of describing "hours worked" in this section, hours allowed for paid leave shall count as hours worked.
3. Compensation for Attending Required Workshops:

Employees required to attend Workshops shall be compensated at regular wage rate for the time spent in attendance at said workshop, with the limitation that said time shall not exceed normal compensation time for said employee while conducting his/her regular job.

4. Adjustment for Lunch:

The wage schedule in Part A is formulated on the basis that all full time nutritional service employees covered by this agreement are deducted one-half (1/2) hour for a non-paid lunch on daily time cards, by the Business Office. All Nutritional Service employees will be furnished meals "at the convenience of the employer: and without cost to the employee". Part-time Nutritional Service employees non-paid lunch will be determined on an individual basis.

5. Outside groups:

When an employee is required to perform routine work related to special events for non-school related groups, they shall be paid at one and one-half (1 1/2) times their rate of pay, or compensatory time off, provided there is no unpaid leave in that work week.

3.9 Evaluation

All employees will be annually evaluated with regard to their ability, performance to job expectations and other appropriate criteria.

3.10 Employees covered by this contract will be paid twice a month by direct deposit if possible.

ARTICLE 4
HOLIDAYS

4.1 All employees shall receive credit for their regular assigned working hours for the following holidays:

Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Years' Day

4.2 Employees required to work on a holiday as listed shall be paid a rate equal to double their regular salary rate for these hours.

4.3 Any such employee shall forfeit his right to payment for

any holiday if he has an unexcused absence on the last regular day preceding such holiday or on the next regular work day following a holiday.

- 4.4 When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless the Board designates the Friday preceding or the Monday following as the recognized holiday.

ARTICLE 5

LEAVES OF ABSENCE

5.1 Sick Leave

1. Every regular full-time and regular part-time employee shall be entitled to sick leave as follows:
 - 10 days -- first year of employment
 - 11 days -- second year of employment
 - 12 days -- third year of employment
 - 13 days -- fourth year of employment
 - 14 days -- fifth year of employment
 - 15 days -- sixth year and each succeeding year of employment
2. Sick leave days shall be determined as of June 1. Employees who during their first year of employment have completed less than ten (10) months prior to June 1, will be considered the same as ten (10) month service.
3. Unused sick leave may be accumulated to 90 days. Employees whose sick leave accumulation as of 6/1/84 is more than 90 days, shall not be reduced below their accumulated total sick leave, except by normal usage.
4. Employees absent from work on legal holidays, during sick leave, or on vacation, for disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.
5. An employee eligible for sick leave with pay may use such sick leave upon approval of Nutritional Service Director or designee for absence due to illness or injury. An employee on sick leave shall inform the Nutritional Service Director or designee of the fact and the reason thereof as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Nutritional Service Department may require a doctor's certificate before applying sick leave pay.

6. Absence for a fraction or part of day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one-half (1/2) day.
7. On separation from the school district service, all sick leave credit shall be canceled and may not be reinstated or paid for.
8. For persons on lay off, and who are recalled, previous accumulated unused sick leave will be reinstated.
9. Sick leave under this section applies to an employee's personal injury or illness that is of such a nature that the employee cannot perform the duties of his/her position. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.

5.2

Injury Leave

Any employee injured while engaged in work covered by Workmens compensation by the school district insurance carrier for loss of wages caused by such injury. The difference between the amount paid by the Workmens Compensation Insurance and the basic compensation rate of the employee may be taken from the employee's sick leave or vacation leave only with the permission of the employee. The employee will be notified by the Director of Business Services or designee of the option. If the option is not chosen, the employee will receive only the Workmens Compensation payment. Deductions will be taken increments of full days only. In order to receive such supplemental benefits, a written statement from a practicing physician licensed under the laws of the State of Iowa describing the nature and extent of the injury in detail, may be required.

5.3

Special Leaves

Floater Days

- a. All regular full-time and regular part-time employees will be allowed two (2) floater days each year and can accumulate up to a maximum of three (3).
These days cannot be used the first ten (10) school days or the last ten (10) school days. They cannot be used before or after a school calendar holiday or a vacation. Exceptions will be granted at the sole discretion of the Nutritional Service Director.
- b. Employees must apply in writing three (3) days in advance of the leave to the Nutritional Service Director except under emergency or

extenuating circumstances as approved by the Nutritional Service Director.

- c. No more than two (2) employees per day will be eligible for leave.
- d. Employees not using any floater days during the contract year may request the amount of \$40.00 (not to exceed a regular days pay) per day claimed to be paid no later than their August paycheck of the contract year. Day(s) claimed will be subtracted from the floater days accumulation if this option is taken.

5.4

Death Leave

- a. Death Leave with pay and not to be deducted from sick leave, shall be authorized for the purpose of attending the funeral and attending to urgent business connected with the said death of members of the immediate family construed to mean parent, step-parent, child, step-child, spouse, brother, sister, grandchild, according to the following schedule:
Full-time employees -- up to three (3) days per occurrence.
- b. One day per occurrence of death leave may be used by full-time employees to attend the funeral of mother-in-law, father-in-law, maternal grandparents, paternal grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle.

5.5

Jury or Court Duty

The Board of directors may authorize special leave with pay for service on a jury or attending court, except in cases involving a criminal act by the employee or a civil case initiated by the employee or a case where the employee is testifying against the school district. Remuneration received by the employee, above mileage pay, for said services shall be turned over to the school district, in return for full regular pay from the district.

5.6

Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and-subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical

leave provisions of this contract diminished by the inclusion of this provision in this contract.

5.7

Special Leaves -- Board Approval

The Board of Directors may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one fiscal year for the following purposes: With or without pay, for attendance at a college, university, or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the school district; without pay, for urgent personal business requiring employee's attention for an extended period as settling estates or liquidating a business; and with or without pay, for purposes other than the above that are deemed beneficial to the school district service. This leave may be renewed at the discretion of the Board.

5.8

Unpaid Leave

In addition to leave authorized above, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any school fiscal year.

5.9

Absence Without Leave

An employee who is absent from duty shall report the reason to the Director of Nutritional Service prior to the date of absence when possible and in no case later than one hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive days of absence without leave shall be construed as representing resignation from the school district service.

5.10

Records

Attendance and leave records for all school employees shall be maintained on a current basis by the Central Business Office shall be available for inspection.

ARTICLE 6
INSURANCE

6.1 All employees that work twenty-seven and one-half (27.5) hours per week are eligible for the school

district group health, hospitalization, surgical, dental and major medical insurance; life insurance, accidental death and dismemberment insurance; and disability income protection insurance. Employees who fill the position of part-time cook/accu scan clerk that exceed twenty-seven and one-half hours (27.5) shall also be considered eligible.

- 6.2 The Board shall provide single health, hospitalization, dental and major insurance for all eligible employees. The medical plan provided will be the Alliance Select Standard plan as offered by the (MIIP) group. Employees may purchase additional insurance above the Board provided plan. Employees with spouses that are employed by the district may apply the amount of the single coverage to the two-person or family coverage. Eligible employees whose spouse is employed by another MIIP member may choose to receive \$210.00 (\$105.00 per pay period) in lieu of insurance.

- 6.3 Eligible employees that choose to not be covered through the district's (MIIP) group plans will receive \$125.00 per month (\$62.50 per pay period) in lieu of insurance.

Those declining coverage must meet the following conditions:

- a. Proof must be provided that the employee is covered by a medical plan and a waiver must be signed.
- b. The number of employees permitted to decline coverage will be limited to 25% of the eligible employees district-wide. If more than 25% desire to decline coverage, district-wide seniority will determine those eligible to decline coverage. Those employees above the 25% will be placed on a waiting list and will have the first option of not taking coverage in the following year.

Anyone declining coverage in the current year can return to coverage upon the occurrence of a qualifying event as determined by the carrier or at a time open enrollment has been declared by the district.

- 6.4 The Board will provide all employees working twenty-seven and one-half (27.5) hours or more a week with a \$10,000 term life insurance policy including a \$10,000 accidental death and dismemberment policy. Additional term life insurance may be purchased in increments of \$10,000 to a maximum of \$50,000.

- 6.5 Employees may pay premiums above the Board provided amounts with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. Employees may also pay other medical expenses and participate in a dependent care spending account. Deductions for the twelve months July through June may be made in ten (10) installments September through June.
- 6.6 All insurance benefits shall be subject to the regulations and insurance policy terms of the insurance company providing such insurance and to regulations of the Internal Revenue Service.
- 6.7 The Board shall purchase at school district expense a disability income protection policy for all employees employed twenty-seven and one-half (27.5) hours or more a week. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the company providing such insurance.
- 6.8 Employees terminating during the year shall not be eligible for insurance coverage past the last day of the month in which the employees' employment terminated.
- 6.9 If, in the opinion of the Board or its representatives, an employee becomes totally disabled necessitating his/her absence from work, the Board will continue salary payments set forth in paragraph A above, until the earlier of:
1. Three calendar months following the date of total disability; or
 2. The earliest date on which the employee is able to convert the policy or policies to personal policies; or
 3. The date on which the insurance policy provides mandatory cancellation due to the employee status.
- 6.10 Eligible full-time employees, new to the district, will be covered by insurance no later than thirty (30) days after initial employment.

ARTICLE 7 SENIORITY

- 7.1 Definition
Seniority is preference or priority by reason of length of service with the district, the purpose of which is to provide a

policy of work security measured by the length of service in the school Nutritional Service Department.

7.2 Seniority Date

The seniority of an employee is determined by the length of service computed in years, months and days from the date of the beginning of the employee's last continuous employment, as a full-time or regular part-time Nutritional Service employee, as determined by the date the employee begins regular full-time or regular part-time employment, or, the date of first full-time contracted service, as determined by the employee's first contract, or other substantial evidence. The earlier of these dates will determine the seniority date of employment. Where two or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the family or last name, or in case of the same last name, then their given or first name.

7.3 Seniority List

The district shall maintain a list of the employees within the Nutritional Service Department showing the names of all employees in the order of the seniority ranking. Protest of, errors in, or omissions from such lists must be made to the district within thirty (30) days from the date of the furnishing of such lists and revision thereof. A copy of the list will be available to interested employees at the school Business Office.

7.4 Loss of Seniority

An employee shall lose all seniority rights under this agreement for the following reasons:

1. Voluntarily resign or retirement;
2. Discharge for cause;
3. Failure to secure proper leave of absence, or failure to return by expiration date of leave of absence or extension thereof properly granted;
4. Laid off for a period of more than twenty-four (24) months;
5. Failure to return after being recalled from layoff;
6. Unexcused absence for a period in excess of three (3) consecutive working days.
7. An employee terminated prior to completion of the probationary period shall not be entitled to any seniority.

ARTICLE 8
STAFF REDUCTION PROCEDURE

- 8.1 Seniority as used in staff reduction procedure shall be as defined in the seniority section of this Agreement. In the event it becomes necessary to reduce the work force, employees with the least seniority, shall be laid off first if the remaining employees can qualify to do the work. When recalling employees, they shall be recalled according to seniority, if they are qualified for the position to be filled. If any job coming under this agreement is eliminated, employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this agreement. In the event of a layoff, an employee so laid off shall be given ten (10) working days notice of recall by certified letter, mailed to his/her last known address. The employee must respond to such notice within three (3) working days after receipt thereof, and actually report to work in seven (7) working days after receipt of notice unless mutually agreed otherwise. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this agreement. Working days are days the Central Business Office is open. All employees on a layoff status shall retain their seniority, salary grade longevity, and vacation longevity, that they had when they were laid off. They will not continue to earn seniority, vacation longevity or salary grade longevity while on layoff. Upon return to work after recall, a laid off employee will have his seniority length of service adjusted to give him credit for past seniority. An employee on layoff who is recalled for service, shall get credit for a full month of seniority, a full month of vacation longevity and a full month of salary grade longevity, for any month in which the employee was called back as a substitute for more than ten (10) days. His/her previous insurance coverage will be terminated. Previous accumulation of unused sick leave will be reinstated upon recall.

ARTICLE 9
CHECK-OFF PROVISIONS

- 9.1 The employer will recognize authorization for ~ deductions from wages, if in compliance with state law, to be transmitted to the Union. The employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the local Union having jurisdiction over such employees, and agrees to remit to said local Union all such deductions. Where

laws require written authorization by the employees, the same is to be furnished in the form required. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

- 9.2 The employer shall make deductions for credit unions provided the employee has provided proper authorization.
- 9.3 The Union, its successors or assigns, agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the employer as a result of any action taken by the employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the employer by the Union.

ARTICLE 10

DELEGATES AND COMMITTEES

- 10.1 If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the employer seven (7) days notice where possible prior to such employee being absent for such purpose. Not more than two (2) employees may serve as a delegate or committee person at one (1) time without written permission from the employer. Serving on these committees shall be without pay.

ARTICLE 11

STEWARDS

- 11.1 The employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the employer's seniority list. The Union shall provide the employer with a list of such stewards and any change made from time to time.
- 11.2 A steward is expected to contact other employees regarding grievances either before or after work hours unless he secures prior permission from the Director of Nutritional Services. He/she may not leave his/her job

assignment or cause another employee to leave his/her job assignment unless he/she has prior approval from the Director of Nutritional Services.

- 11.3 The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
- (a) The investigation and presentation of grievances with his/her employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement.
 - (b) The collection of dues if payroll deduction is not used and then only when authorized by appropriate local Union action.
 - (c) The transmission of such messages and information which shall originate with, and are authorized by the local Union, or its officers, provided such messages and information:
 - (1) Have been reduced to writing,
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

- 11.4 The Union recognizes that job stewards and alternates have no authority to take any strike action or any other action interrupting the employer's operations.

ARTICLE 12

UNION REPRESENTATIVES

- 12.1 Authorized representatives of the Union shall be permitted to visit the school facilities and confer with representatives of the employer. If such Union representative desires to confer with a Union steward of the employee, he must first notify the Director of Nutritional Services and such conferences are not allowed during the serving of school meals.

- 12.2 Upon reasonable request, during regular business hours, the employer shall produce for examination by an employee or his/her representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute; or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 13

SAFETY ACCIDENTS AND REPORTS

- 13.1 An employee involved in an accident shall immediately report said accident to the Director of Nutritional Services, and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.
- 13.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.
- 13.3 It is the duty of an employee to immediately report all defects in equipment to the Head Cook. The Head Cook shall notify the Director of Nutritional Services.

ARTICLE 14

PHYSICAL EXAMINATION

14.1 Required Medical Examinations

14.1 Required Medical Examinations

All employees shall file with the Business Office at the beginning of service a written report of a medical examination by a physician. The report shall be on the form provided by the school. Upon receipt of the required report, a copy of the doctors' bill, and a copy of the insurance statement (if employee is

eligible for insurance) the Business Office shall reimburse the employee for the cost of the physical that is not covered by insurance up to fifty dollars (\$50.00). In the event that the Board requests a physical for the purpose of determining the employee's ability to perform assigned duties, it is understood that the Board may designate the physician who will conduct this extra required physical examination.

ARTICLE 15

SEPARABILITY AND SAVINGS CLAUSE

- 15.1 It is the sense and intention of the parties hereto that all of the provisions of this agreement shall comply with all applicable statutes or authority or restriction on authority granted the employer and any ordinances, rules and regulations made in compliance with such statute.
- 15.2 In the event that any provisions of this agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions of this agreement shall remain in full force and effect.
- 15.3 Should it become necessary to suspend the operation of any provision of this agreement because of legislation or executive orders or regulations dealing with wage and price stabilization, to the extent it may be later permitted by law, and to the extent it was not honored, such provision shall be honored. The employer shall not be held responsible for interest of any kind on any amounts that would otherwise have been paid out by the employer under this agreement.

ARTICLE 16
COMPLETE AGREEMENT

16.1 This agreement replaces any and all other verbal or written agreements. The Union and the employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this agreement and in the extensions thereof, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

16.2 This article is not intended to prohibit discussion between the employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this agreement.

ARTICLE 17
PERIOD OF AGREEMENT

17.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2008, and shall continue in full force and effect from year to year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2007, and September 15, 2007.

17.2 It is further agreed that the pay rate schedules in Article 3, wages and job classifications, and Appendix A; shall be effective for the first pay period ending in July, 2006 and the first pay period ending in July, 2007, except as noted herein

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD COLLEGE COMMUNITY SCHOOL DISTRICT
OF TEAMSTERS

By Darryl Conham

Title Sec Treasurer

Randy Bauer
President of the Board

By Gary D. M. Ba

Title President

Mica G. Henderson
Collective Bargaining Rep.

APPENDIX A
PAY RATES FOR EMPLOYEES HIRED BEFORE 7-1-06

The following wage rate for 2006-07 schedule is hereby adopted.

<u>Salary</u> <u>Grade</u>	<u>Job</u> <u>Title</u>	<u>Entrance or</u> <u>Probationary Rate</u>	<u>Base</u> <u>Rate</u>	<u>First</u> <u>Long.</u>	<u>Second</u> <u>Long.</u>	<u>Third</u> <u>Long.</u>
0	Substitute	10.20				
	(Sub. Rate frozen until exceeded by probationary rates in 3.1 schedule)					
1	Part Time	NA	11.49	11.67	11.86	12.05
2	Full Time	NA	12.15	12.34	12.54	12.74
3	Ast. H. Cook	NA	12.67	12.88	13.09	13.30
4	Head Cook	NA	13.18	13.41	13.63	13.85

The following wage rate for 2007-08 schedule is hereby adopted.

<u>Salary</u> <u>Grade</u>	<u>Job</u> <u>Title</u>	<u>Entrance or</u> <u>Probationary Rate</u>	<u>Base</u> <u>Rate</u>	<u>First</u> <u>Long.</u>	<u>Second</u> <u>Long.</u>	<u>Third</u> <u>Long.</u>
0	Substitute	10.20				
	(Sub. Rate frozen until exceeded by probationary rates in 3.1 schedule)					
1	Part Time	NA	11.94	12.12	12.31	12.50
2	Full Time	NA	12.60	12.79	12.99	13.19
3	Ast. H. Cook	NA	13.12	13.33	13.54	13.75
4	Head Cook	NA	13.63	13.86	14.08	14.30

An employee initially hired before 7-1-06 that leaves employment with the District and is subsequently re-hired after a separation from service for a full school year (other than an approved leave) shall be considered a new employee under the salary schedule in Article 3.